Vecima Networks Inc.

STOCK OPTION PLAN
Dated September 15, 2005, as amended November 12, 2008

1. INTERPRETATION

1.1 Definitions

For the purposes of this Plan, unless there is something in the subject of matter or context inconsistent therewith the following terms shall have the following meanings:

(a) "Affiliate" has the meaning ascribed to that term in the *Securities Act* (Ontario);

(b) "Associate" has the meaning ascribed to that term in the *Securities Act* (Ontario), as amended from time to time;

(c) "Black-out Period" is a self-imposed trading black-out period adopted and announced from time to time by the Corporation preventing executive officers, directors, and employees from trading shares or exercising options during the period;

(d) "Board" means the board of directors of the Corporation or, if established and duly authorized to act with respect to this Plan, any committee of the board of directors of the Corporation;

(e) "Change of Control" means when any person directly becomes the owner of more than 50% of the voting shares of the Corporation;

(f) "Change of Control Event" means:

(1) the entry by the Corporation into an agreement with respect to a reorganization, merger, amalgamation or other combination, the completion of which would result in a Change of Control;

(2) a "formal bid" (as defined in the *Securities Act* (Ontario)), the completion of which would result in a Change of Control; and

(3) the determination by the Board that a Change of Control has occurred, other than pursuant to subparagraph (1) or (2) above.

(g) "Common Shares" means the common shares of the capital stock of the Corporation as constituted at the date hereof or, in the event of an adjustment contemplated by Section 8.4, such other shares or securities to which a Participant may be entitled upon exercise of an Option as a result of such adjustment;

(h) "Consultant" has the meaning ascribed to that term in National Instrument 45-106, *Prospectus and Registration Exemptions*, or any successor instrument adopted from time to time by the British Columbia Securities Commission;

(i) “Corporation” means Vecima Networks Inc., and any continuing corporation resulting from its consolidation, amalgamation or merger into or with any other corporation or resulting from any other form of corporate reorganization;

(j) “Date of Grant” means the date on which an Option is granted by the Board to an Eligible Person;

(k) “Director” means a member of the Board or a member of the board of directors of a Affiliate;

(l) "Eligible Person" means any Director, Officer, Employee or Consultant of the Corporation or any Affiliate, or a Permitted Associate of such a person;

(m) “Employee” means a person employed on a full-time basis by the Corporation or any Affiliate;

(n) “Evergreen Plan” means a Plan under which the maximum number of securities issuable is set as a percentage of the listed issuer’s issued and outstanding securities from time to time, and which provides that the number of securities reserved for issuance is automatically replenished as securities are issued pursuant to the exercise of options granted under the Plan;

(o) "Exchange" means the Toronto Stock Exchange and, where the context permits, any other exchange on which the Common Shares are or may be listed from time to time;

(p) “Exercise Price” means the price per Common Share at which Common Shares may be purchased under an Option, as the same may be adjusted from time to time in accordance with the Plan;

(q) “Holding Entity” means a person or company that is controlled by an individual;

(r) “Insider” means:

(1) An insider as defined in the *Securities Act* (Ontario), other than a person who falls within that definition solely by virtue of being a director or senior officer of a Affiliate, and

(2) An Associate of any person who is an Insider by virtue of subparagraph (1) above;

(s) “IPO” means an initial public offering by way of a prospectus or similar document, whether on a treasury or secondary basis, resulting in the holding of the Common Shares by the public and the Corporation becoming a reporting issuer under Canadian securities legislation, or a transaction giving rise to a stock exchange listing or over-the-counter quotation of the Common Shares and, where the context requires, includes an amalgamation, share exchange take-over bid or other transaction having a similar result;

(t) "Notice of Exercise" means a notice, substantially in the form of the notice set out in Schedule B to this Plan, from a Participant to the Corporation giving notice of the exercise or partial exercise of an Option previously granted to the Participant;

(u) "Officer" means a senior officer of the Corporation or a Affiliate duly appointed by the Board or the board of directors of a Affiliate, as applicable;

(v) "Option" means an option to purchase Common Shares granted to an Eligible Person pursuant to the Plan;

(w) "Option Agreement" means an agreement, substantially in the form of the agreement set out in Schedule A to this Plan, between the Corporation and a Participant setting out the terms of the Option granted to the Participant;

(x) "Outstanding Shares" means the number of Common Shares outstanding on a non-diluted basis;

(y) "Participant" means an Eligible Person to whom an Option has been granted, or his or her legal personal representative as the context requires;

(z) "Permitted Associate" means, for an Employee, Officer, Director, or Consultant of the Corporation or an Affiliate of the Corporation:

(i) a trustee, custodian, or administrator acting on behalf, or for the benefit, of the Employee, Officer, Director, or Consultant;

(ii) a Holding Entity of the Employee, Officer, Director, or Consultant; or

(iii) an RRSP or RRIF of the Employee, Officer, Director, or Consultant.

(aa) "Plan" means this stock option plan of the Corporation established by resolution of the Board dated September 15, 2005, as amended from time to time; and

(bb) "Share Compensation Arrangement" means a stock option, stock option plan, employee stock purchase plan, or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to one or more service providers, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise.

1.2 Use of Gender and Number

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

1.3 Governing Law

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

2. ESTABLISHMENT OF PLAN

2.1 Establishment and Purpose

The Plan hereby is established to provide Consultants, Officers, Directors and Employees with a proprietary interest in the Corporation through the granting of options to purchase Common Shares in order to:

(a) Align the interests of the Corporation and those individuals who share primary responsibility for the management, growth and protection of the business of the Corporation;

(b) Recognize the contributions made by certain individuals to the Corporation's growth and development;

(c) Furnish an incentive to such individuals to continue providing their services to the Corporation and its Affiliates; and

(d) Provide a means through which the Corporation and its Affiliates may attract qualified persons to engage as Consultants, Officers, Directors and Employees.

2.2 Eligibility

Options may be granted hereunder to Eligible Persons from time by the Board. Eligibility to participate shall not confer upon any Eligible Person any right to be granted Options pursuant to the Plan. The extent to which any Eligible Person shall be entitled to be granted Options pursuant to the Plan shall be determined in the sole and absolute discretion of the Board.

2.3 Compliance With Exchange Policies

It is the intention of the Corporation that this Plan, at all times, be in compliance with applicable policies of the Exchange and that any inconsistencies between this Plan and such policies whether due to inadvertence or to changes in those policies will be resolved in favour of the latter.

2.4 Regulatory Approval

The Plan shall be subject to acceptance by the Exchange. Any Options granted prior to such acceptance shall be conditional upon such acceptance being given and no such Options may be exercised until such acceptance is given.

3. ADMINISTRATION

3.1 Authority of the Board of Directors

The Plan shall be administered by the Board. The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan, to:

(a) Grant Options;

(b) Determine the Eligible Persons to whom Options shall be granted and the number of Common Shares purchasable under each Option;

(c) Determine the time or times at which Options shall be granted and shall become exercisable;

(d) Determine the terms and provisions of the Options, including, in particular, the Exercise Price; and

(e) Interpret and construe the Plan and determine all questions arising out of the Plan and any Option make all other determinations necessary or advisable for the administration of the Plan;

(f) Establish, adopt, amend and rescind guidelines, policies, rules and regulations for carrying out the purposes, provisions and administration of the Plan;

(g) Determine if the Common Shares that are subject to an Option will be subject to any restrictions upon the exercise of such Option;

(h) Prescribe the form of documents relating to the grant, exercise and other terms of an Option.

The Board's guidelines, policies, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Corporation and the Participants.

3.2 Shareholder Approval of the Stock Option Plan

Because the Plan is an Evergreen Plan, its continuance must be approved by shareholders in accordance with the rules of the Exchange at least every three years following the establishment of the Plan or the most recent subsequent shareholder approval of the continuance of the Plan.

3.3 Use of Committees

The Board may delegate all or such portion of its powers hereunder as it may determine to a committee of the Board duly appointed for this purpose by the Board and consisting of not fewer than two members of the Board, either indefinitely or for such period of time as it may specify and thereafter such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be a reference to such committee.

3.4 Costs

The Corporation shall pay all costs associated with the administration of the Plan, but shall not be responsible for any costs incurred by a Participant, including but not limited to brokerage fees and commissions.

3.5 Accounts and Statements

The Corporation shall maintain records of the details of each Option granted to each Participant under the Plan. Upon request therefor from a Participant and at such other times as the Corporation shall determine, the Corporation shall furnish the Participant with a statement setting forth details of his or her Options. Such statement shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is given to the Corporation within 10 days after such statement is given to the Participant.

4. SHARES SUBJECT TO PLAN

4.1 Maximum Number of Common Shares Subject to Plan

The maximum aggregate number of Common Shares that may be issued from time to time under the Plan shall be that number which is equal to 10% of the Outstanding Shares less the aggregate number of Common Shares reserved for issuance under any other previously established Share Compensation Arrangement. Common Shares in respect of which Options are not exercised or in respect of which Options are terminated shall be returned to the Plan and will be eligible for re-issue.

4.2 Other Restrictions

The maximum aggregate number of Common Shares which may, at any time, be:

(a) Reserved for issuance pursuant to Options granted to Insiders under the Plan shall be 10% of the Outstanding Shares less the aggregate number of Common Shares reserved for issuance to Insiders under any Share Compensation Arrangement;

(b) Issued to Insiders under the Plan and any other Share Compensation Arrangement within a one-year period shall be 10% of the Outstanding Shares;

(c) Issued to any one Insider (and such Insider's Associates) under the Plan and any other Share Compensation Arrangement within a one-year period shall be 5% of the Outstanding Shares;

(d) Reserved for issuance to any one person pursuant to stock options granted under the Plan and under any other Share Compensation Arrangement shall be 5% of the Outstanding Shares as at the date of grant of the stock option.

For the purposes of the foregoing paragraphs (a) through (d), "Outstanding Shares" means the number of Common Shares that are outstanding immediately prior to the share issuance in question, excluding Common Shares issued pursuant to the Plan or any other Share Compensation Arrangement over the preceding one-year period.

4.3 Reservation of Shares

Prior to granting an Option to an Eligible Person, the Board shall allocate and reserve for potential issue to that Eligible Person, from among all the Common Shares reserved for the Plan, the number of Common Shares in respect of which an Option is to be granted.

5. OPTION GRANTS

5.1 Granting of Options

The Directors may from time to time grant to an Eligible Person an Option to purchase a stated number of Common Shares, as may be determined by the Board. A Participant may hold more than one Option at any time. Subject to, and except as herein and as otherwise specifically provided for in this Plan, the number of Common Shares subject to each Option, the Exercise Price, the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term of the Option and other terms and conditions relating to each such Option shall be determined by the Board.

5.2 Option Exercise Price

The Exercise Price shall be determined by the Board on the Date of Grant, but shall not be less than the market price of the Common Shares at the Date of Grant, calculated as the closing price of the Common Shares on the Exchange on the last trading day immediately preceding the Date of Grant. For the purposes of this Section 5.2, if the Option is granted after the close of trading on any particular Date of Grant, the “trading day preceding the Date of Grant” will be deemed to be the Date of Grant. Subsequent to the Date of Grant, subject to adjustment pursuant to Section 8.4, the Exercise Price of an Option shall not be reduced except in accordance with the rules of the Exchange, including any shareholder approval requirements stipulated by the Exchange in respect of such reduction in the Exercise Price.

5.3 Term of Option

Subject to Section 7 hereof and to any express resolution passed by the Board with respect to an Option, the period during which an Option may be exercised, in whole or in part, shall be such period as the Board may specify but shall not exceed 10 years from the Date of Grant.

5.4 Blackout Period Term Extension

Notwithstanding Section 5.3, if an Option expires within a Black-out Period, the date of expiry will be the date that is 10 business days after expiry of the Black-out Period.

5.5 Vesting and Exercise Period

Subject to Section 7, unless otherwise specified by the Board at the time of granting an Option, and except as otherwise provided in the Plan, each Option shall vest and be exercisable as follows: the right to purchase 25% of the number of Common Shares issuable under an Option will vest and become exercisable on the first anniversary of the Date of Grant. Additional rights to purchase equal to one-twelfth of the remaining 75% of the number of Common Shares issuable under an Option will vest and become exercisable quarterly for each of the next 12 quarters. Upon vesting, Options will be exercisable until 4:30 p.m. Vancouver time on the date of expiry of the Option.

Once a right to purchase becomes exercisable it shall remain exercisable until expiration or termination of the Option, unless otherwise specified by the Board. Each vested Option may be exercised at any time or from time to time, in whole or in part, for up to the total number of Common Shares with respect to which it is then exercisable. The Board shall have the right to accelerate the date upon which any instalment of any Option is exercisable.

5.6 No Fractional Shares

No fractional Common Shares shall be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Common Share upon the exercise of an Option, such Participant shall only have the right to purchase the next lowest whole number of Common Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

5.7 Options Non-Transferable

Options shall not be transferable or assignable by the Participant otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by the Participant and after death only by the Participant's personal representative heirs or administrators and only in accordance with Section 7.3.

5.8 Option Agreement

Upon the grant of Options, the Corporation shall deliver to the Participant an Option Agreement dated the Date of Grant, containing the terms of the Options and executed by the Corporation, and upon delivery to the Corporation of the Option Agreement executed by the Participant such Participant will have the right to purchase the Common Shares on the terms set out in the Option Agreement. Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of each Option Agreement.

6. EXERCISE OF OPTIONS

6.1 Exercise and Payment

Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Corporation of a Notice of Exercise addressed to the Secretary of the Corporation specifying the number of Common Shares with respect to which the Option is being exercised or in such other manner as directed by the Corporation accompanied by a certified cheque, bank draft or certified funds transfer in payment for such Common Shares at the Exercise Price specified for such Option. No Common Shares shall be issued until full payment has been made and a Participant shall have none of the rights of a shareholder of the Corporation in respect of the Common Shares subject to an Option until such Common Shares have been taken up, paid for in full and issued to him or her.

6.2 Withholding Tax

The Participant will be solely responsible for paying any applicable withholding taxes arising from the grant, vesting or exercise of any Option and payment is to be made in a manner satisfactory to the Corporation. Notwithstanding the foregoing, the Corporation will have the right to withhold from any Option or any Common Shares issuable pursuant to an Option or from any cash amounts otherwise due or to become due from the Corporation to the Participant, an amount equal to any such taxes.

6.3 Delivery of Certificate and Hold Periods

As soon as practicable after receipt of the Notice of Exercise described in Section 6.1 and payment in full for the Common Shares being acquired, the Corporation will direct its transfer agent to issue a certificate to the Participant for the appropriate number of Common Shares. Such certificate issued will bear a legend stipulating any resale restrictions required under applicable securities laws and Exchange policies.

6.4 Limitations on Obligations to Issue Common Shares

Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Common Shares to a Participant pursuant to the exercise of an Option shall be subject to:

(a) Completion of such registration or other qualification of such Common Shares or obtaining approval of such governmental authority as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance and sale thereof;

(b) The listing of such Common Shares on the Exchange;

(c) The receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Common Shares, as the Corporation or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

In this regard, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Common Shares in compliance with applicable securities laws and for the listing of such Common Shares on the Exchange.

7. TERMINATION OF OPTIONS

7.1 Termination of Employment other than for Cause, Death, Disability or Retirement

Unless otherwise determined by the Board, if a Participant's employment or position as a Director, Officer or Consultant is terminated for any reason other than for cause, death, disability or retirement (including without limitation, voluntarily leaving or resigning from employment and dismissal from employment without cause), any Option held by such Participant shall thereupon terminate, except that each such Option, to the extent then vested and exercisable, may be exercised for the lesser of 90 days or the balance of such Option's term.

7.2 Termination for Cause

If a Participant's employment or position as a Director, Officer or Consultant is terminated for cause, any Option held by such Participant shall thereupon terminate, unless otherwise determined by the Board.

7.3 Termination for Death or Disability

If a Participant's employment or position as a Director, Officer or Consultant is terminated by reason of death, disability or retirement, any Option held by such Participant may thereafter be exercised, in the case of death by the legal personal representative of the Participant, to the extent then vested and exercisable or to such other extent as the Board may determine, for a period of 365 days (or such other period as the Board may specify) from the date of such death, disability or retirement or until the expiration of such Option, whichever period is the shorter.

7.4 Status of Unvested Options

Unless otherwise determined by the Board, if a Participant's employment or position as a Director, Officer or Consultant is terminated for any reason, all unvested Options held by such Participant shall immediately terminate and become null, void and of no effect on the date of such termination.

7.5 No Compensation for Cancelled Options

Sections 7.1 and 7.2 apply regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant. Except as expressly permitted by the Board, all Options will cease to vest as at the date upon which the Participant ceases to be an Eligible Person. Participants will not be entitled to any compensation in respect of any part of the Option which was not vested or which may not be exercised.

7.6 Change of Status

A change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which the Option was granted to such Participant will not result in a change in the terms of the Option granted to such Participant provided that such Participant remains an Eligible Person.

8. CHANGE OF CONTROL AND CERTAIN ADJUSTMENTS

8.1 Vesting of Options on a Change in Control

Immediately after the occurrence of a Change of Control Event, all outstanding Options that have not vested shall immediately and without notice to Participants vest and become exercisable in full. If Options have vested pursuant to this Section 8.1 and the Change of Control Event is not completed, the Corporation shall make such arrangements as the Board considers advisable in the circumstances to restore the Corporation and the Participants to the position they would have been in had the purported Change of Control Event not occurred.

8.2 Acceleration of Exercise

Subject to the prior approval of any relevant stock exchange or other regulatory authority, if required, the Board may advance or extend the date on which any Option may be exercised or extend the expiration date of any Option if the Board is of the view that it is in the best interests of the Corporation.

8.3 Calculation of Exercise of Stock Options

Notwithstanding anything contained herein, if, at the time of an IPO, Participants are precluded from exercising certain Options, whether as a result of a decision or action of a securities regulator, the Corporation's underwriters, the Corporation itself, or otherwise, the Board may amend any outstanding Options and/or provide cash payments so as to provide applicable Participants with Options and/or cash having an economically intrinsic value (as determined by the Board) substantially the same as that which would have otherwise been enjoyed by the Participant if the Participant had not been precluded from exercising certain Options, as contemplated by this Section 8.3.

8.4 Adjustment to Shares

Appropriate adjustments as regards Options granted or to be granted, the number of Common Shares to be delivered to a Participant upon exercise of an Option and in the Exercise Price, shall be made by the Board to give effect to adjustments in the number of Common Shares resulting from subdivisions, consolidations, capital reorganizations or reclassifications of the Common Shares, the payment of stock or extraordinary dividends by the Corporation (other than dividends in the ordinary course) or other relevant changes in the capital stock of the Corporation. The appropriate adjustment in any particular circumstance shall be conclusively determined by the Board in its sole discretion, subject to approval by the shareholders of the Corporation and to acceptance by the Exchange, respectively, if applicable.

9. AMENDMENT OR DISCONTINUANCE OF PLAN

9.1 Amendment or Discontinuation

Subject to Section 9.4 and any necessary regulatory approval, the Plan may be amended, altered or discontinued by the Board at any time. No amendment, suspension or discontinuance of the Plan may contravene the requirements of the Exchange or any securities commission or regulatory body to which the Plan or the Corporation is now or may hereafter be subject.

9.2 Termination of the Plan

If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect during such time as an Option or any rights pursuant thereto remain outstanding. The full powers of the Board provided for in the Plan will survive the termination of the Plan until all Options have been exercised in full or have otherwise expired.

9.3 Amendment of Outstanding Options

Subject to Section 9.4 and any necessary regulatory approval, the Board may amend or modify in any manner, an outstanding Option to the extent that the Board would have had the authority to initially grant such award as so modified or amended, including without limitation, to change the date or dates as of which an Option becomes exercisable, except that no amendment will, without the written consent of all affected Participants, alter or impair any Option previously granted under the Plan unless as a result of a change of Exchange policies or the Corporation's status or classification thereon.

9.4 Amendments Requiring Shareholder Approval

Shareholder approval in accordance with the rules and policies of the TSX will be required in circumstances where a proposed amendment or modification to the Plan or an outstanding Option would:

(a) Reduce the exercise price of an Option held by an Insider of the Corporation,

(b) Extend the term of an Option held by an insider beyond the original expiration date (subject to such date being automatically extended as the result of the expiration date falling within a Black-Out Period), or

(c) Increase the fixed maximum percentage of Common Shares which may be issued pursuant to the Plan.

9.5 Amendments Not Requiring Shareholder Approval

The Board may amend or modify the Plan or any outstanding Option without shareholder approval to make any of the following changes:

(a) Amending the time or times that the shares subject to each Option will become purchasable by a Participant, including accelerating the vesting terms, if any, applicable to an Option or to amend the vesting provisions of the plan;

(b) Amending the process by which a Participant who wishes to exercise his or her Option can do so, including the required form of payment for the shares being purchased, the form of exercise notice and the place where such payments and notices must be delivered;

(c) Reducing the exercise price or extending the term of an Option, other than an Option held by an Insider;

(d) Amending the terms of the Plan relating to the effect of termination, cessation or death of a participant on the right to exercise Options (including Options held by an Insider);

(e) Making any amendments of a typographical, grammatical or clerical nature; and

(f) Making any amendments necessary to bring the Plan into compliance with applicable securities and corporate laws and the rules and policies of the Exchange

10. GENERAL

10.1 Compliance with Legislation

The Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell and deliver Common Shares upon exercise of Options is subject to all applicable provincial, federal and foreign laws and any regulations, instruments or orders enacted thereunder, and the rules and regulations of any stock exchange or market on which the Common Shares are then listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. Each Option Agreement will contain such provisions as in the opinion of the Board are required to ensure that no Common Shares are issued on the exercise of an Option unless the issuance of such Common Shares will be exempt from all registration and qualification requirements of applicable securities laws and will be permitted under all applicable rules and regulations of all regulatory authorities to which the Corporation is subject, including the Exchange. The Corporation shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. If required by any regulatory authority to which the Corporation is subject, including the Stock Exchange, an Option Agreement may provide that shareholder approval to the grant of an Option must be obtained prior to the exercise of the Option or to the amendment of an Option Agreement.

10.2 Notices

Any payment, notice, statement, certificate or other instrument required or permitted to be given to a Participant or any person claiming or deriving any rights through him or her shall be given by:

(a) Delivering it personally to the Participant or the person claiming or deriving rights to him or her, as the case may be;

(b) Mailing it, postage paid (provided that the postal service is then in operation) or delivering it to the address which is maintained for the Participant in the Corporation’s or the Affiliate’s (as the case may be) personnel records;

Any payment, notice, statement, certificate or other instrument required or permitted to be given to the Corporation shall be given by mailing it, postage prepaid (provided that the postage service is then in operation) or delivering it to the Corporation at the following address:

Vecima Networks Inc.
4210 Commerce Circle
Victoria, BC
V8Z 6N6

Attention: Secretary

Any payment, notice, statement, certificate or other instrument, referred to in Section 6.1 and Section 10.2, if delivered, shall be deemed to have been given or delivered, on the date on which it was delivered or, if mailed (provided that the postal service is then in operation), shall be deemed to have been given or delivered on the second business day following the date on which it was mailed.

10.3 Employment and Services

Nothing contained in the Plan will confer upon or imply in favour of any Participant any right with respect to office, employment or provision of services with the Corporation, or interfere in any way with the right of the Corporation to lawfully terminate the Participant's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by a Participant will be voluntary.

10.4 No Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Common shares issuable thereunder or the tax consequences to a Participant. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of such Participant and not the Corporation.

10.5 No Rights as A Shareholder

Nothing contained in the Plan nor in any Option granted thereunder shall be deemed to give any Participant any interest or title in or to any Common Shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than as set forth in the Plan and pursuant to the exercise of any Option.

10.6 Discretion of Board

The awarding of Options to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Corporation or any of its Affiliates other than as specifically provided for in the Plan. No member of the Board shall be liable for any action or determination made in good faith in connection with the Plan.

DATED September 15, 2005, as amended November 12, 2008.

VECIMA NETWORKS INC.

(signed) "Dr. Surinder Kumar"

Chairman

SCHEDULE A - FORM OF OPTION AGREEMENT

STOCK OPTION PLAN
OPTION AGREEMENT

This Option Agreement is entered into between Vecima Networks Inc. (the "Corporation") and the Participant named below pursuant to the Vecima Networks Inc. Stock Option Plan (the "Plan"), a copy of which is attached, and confirms that:

on ______________________________ (the "Grant Date");
______________________________ (the "Participant");

was granted a non-assignable option to purchase ________________ Common Shares (the "Shares") of the Corporation, exercisable as to 25% on the first anniversary of the Date of Grant and as to one-twelfth of the remaining 75% of the number of Shares issuable under an Option each quarter for each of the next 12 quarters [or otherwise];

at a price (the "Exercise Price") of $ ____________ per Common Share; and

for a term expiring at 4:30 p.m., Vancouver time, on ______________ (the "Expiry Date");

all on the terms and subject to the conditions set out in the Plan as amended from time to time. By signing this agreement, the Participant acknowledges that he or she has read and understands the Plan. Without limiting the generality of the foregoing, the Participant expressly acknowledges that he/she has reviewed Section 7 of the Plan and accepts that if he/she resigns/retires or is dismissed by the Corporation with cause or is terminated by the Corporation without cause, the rights to receive the Options following such actual date of resignation, retirement, dismissal or termination and to exercise the Options are governed specifically by Section 7 of the Plan.

DATED as of _________________________, 20_________.

Vecima Networks Inc.

By:____

____
Name of Participant

____
Signature of Participant

SCHEDULE B - FORM OF NOTICE OF EXERCISE

STOCK OPTION PLAN
NOTICE OF EXERCISE

TO: Vecima Networks Inc.

Attention: Secretary

Reference is made to the Option Agreement made as of ________, 20_______between Vecima Networks Inc. (the "Corporation") and the Participant named below. The Participant hereby exercises the Option to purchase Common Shares of the Corporation as follows:

Number of Common Shares for which Option is being exercised:	______________________________
Exercise Price per Common Share	$_____________________________
Total Exercise Price paid (in the form of a certified cheque or bank draft tendered with this Notice of Exercise or confirmed funds transfer):	$_____________________________
Name of Participant as it is to appear on share certificate:	______________________________
Address of Participant as it is to appear on the register of Common Shares of the Corporation:	______________________________ ______________________________ ______________________________

Dated _____________, 20_________.

____
Name of Participant

____
Signature of Participant